

August 19, 2011

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WEST LAFAYETTE
609 West Navajo
West Lafayette, IN 47906

Re: Grants of Easement for Division IV of the Western Sanitary Sewer Interceptor
line in Tippecanoe County, Indiana

Dear Board Members:

The purpose of this letter is to state our understanding concerning certain on-going obligations of the City of West Lafayette (the "City") to The Trustees of Purdue University ("Purdue"), a body corporate created and existing under the laws of the State of Indiana, and the Purdue Research Foundation ("PRF"), an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246). Specifically, these obligations address the Grants of Easement from both Purdue and PRF to the City for the purpose of the installation and construction of Division IV of the Western Sanitary Sewer Interceptor line (collectively, the "Project"), and subsequent patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of Division IV of the Western Sanitary Sewer Interceptor line (collectively, the "Maintenance Work") on certain real estate owned by Purdue and PRF (collectively, the "Parcels"), as shown on Figure 1. Please be advised that the on-going obligations of the City to Purdue and PRF provided in this Letter are intended as an addition to those on-going obligations of the City to Purdue and PRF provided in other agreements, including, without limitation, the Letter Agreements by and between Purdue, PRF, and the City in connection with Division I, II, and III of the Western Sanitary Sewer Interceptor line.

Purdue and PRF shall make the grants of easements for the Project and Maintenance Work without payment by the City of monetary compensation. Instead, Purdue and PRF shall make the grants of easements for the Project and Maintenance Work in consideration of certain commitments by the City relating to the Project, Maintenance Work, and other issues related to the Western Sanitary Sewer Interceptor line (the "Line").

The City acknowledges that portions of the Parcels are used as service areas (i.e. parking lots, roads, lay down areas, coal storage, gardens, etc.) for Purdue and PRF.

The City shall provide Purdue and PRF with a construction schedule for the Project before starting construction or at the preconstruction meeting, and will update such schedule on a monthly basis thereafter during the Project. Further, the City shall provide Purdue and PRF with a construction schedule for any Maintenance Work at the time the City schedules the



Maintenance Work with Purdue and PRF, and will update such schedule on a monthly basis thereafter during the Maintenance Work.

During the Project, Purdue and/or PRF shall permit the City to place a construction trailer, at the City's sole expense, at a location to be approved by Purdue and PRF in order to minimize disturbance of the area adjoining the Parcels. The City shall be responsible to provide at its own expense any and all utility service for the construction trailer. The City must obtain the prior approval of Purdue and/or PRF of the location of any and all utility service lines. Upon completion of the Project, the City shall be responsible for removal of the construction trailer and any utility temporary service lines, and restoration of the location of the construction trailer to condition it was on the date of placement.

The City shall access the areas of the Parcels in connection with the Project and Maintenance Work at locations approved by Purdue and PRF in order to minimize disturbance of the area adjoining the Parcels, and shall make its best efforts to use existing service roads to access the Parcels.

The City shall maintain access to all parking lots and service roads during construction of the Project unless otherwise approved by Purdue. Temporary drives may be necessary to provide access during construction.

The City shall grant connections to the Line to Purdue and PRF, their respective successors and assigns, in connection with the use and operation of their respective properties, for discharge flows allocated to the Parcels as follows:

<u>Parcel Area</u>	<u>Average Flow, gpd</u>	<u>Peak Flow, gpd</u>
Discovery Park (Planned Purdue Flow Diversion)	400,000	1,600,000
Purdue Airport	60,000	220,000
U	130,000	540,000
PU1	100,000	400,000
PU2	320,000	1,280,000
PU3	200,000	750,000

Further, the City will waive any and all tap fees as provided by West Lafayette City Code Section 30.09.12 for Purdue and PRF, their respective successors and assigns, for such connections to the Line, as permitted by the West Lafayette City Code.

The City, at its sole expense except as provided below, shall be responsible in connection with the Project and the Maintenance Work to: (i) maintain all surface and subsurface drainage flow at the same or better rate of flow that exists on the date of execution of the Letter Agreement on the Parcels and any adjoining lands of Purdue and PRF; (ii) repair, relocate, and/or replace any field tiles and/or other drainage facilities damaged in connection with the Project and/or the Maintenance Work; (iii) remediate any additional project related damage caused by or arising from damage to any irrigation lines, field tiles, or other drainage facilities; (iv) install up to five (5) drop manholes at locations shown in the Division IV Contract Documents, or as otherwise agreed between the parties to allow local connection into the Line; (v) replace improved landscaping areas, provide at least four (4) inches of topsoil and seed all disturbed areas; (vi) replace each tree that is removed that has a trunk diameter of greater than four (4) inches with a tree in a location to be designated by the Purdue campus arborist; and (vii) install erosion control fabric over all slopes in the construction areas of the Project that have a slope greater than five percent (5%). Purdue will connect into the new sewer immediately and will reimburse the City for expenses related to the connections per the unit prices provided in the Division IV Contract Documents.

Finally, it is understood that the terms and conditions of this Letter of Agreement and the Grants of Easement from Purdue and PRF to the City for the Project shall be binding upon and inure to the benefit of the respective parties to each instrument and their respective successors and assigns; provided however, assignments or other transfers may only be made pursuant to the terms and conditions of each respective instrument.

If the terms and conditions of this Letter of Agreement are acceptable to you, please indicate by signing where indicated below.

Very truly yours,

THE TRUSTEES OF PURDUE UNIVERSITY
a body corporate created and existing under the
laws of the State of Indiana

By: 

Al V. Diaz
Treasurer

PURDUE RESEARCH FOUNDATION
an Indiana corporation (formed and existing under
the Indiana Foundation or Holding Companies Act,
Acts of 1921, ch. 246)

By: 

Joseph B. Hornett
Senior Vice President, Treasurer, & Chief
Operating Officer

THE CITY ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND
SAFETY

By: _____
John R. Dennis, Mayor & Board President

By: _____
Sana G. Booker, Member

By: _____
Bradley W. Marley, Member

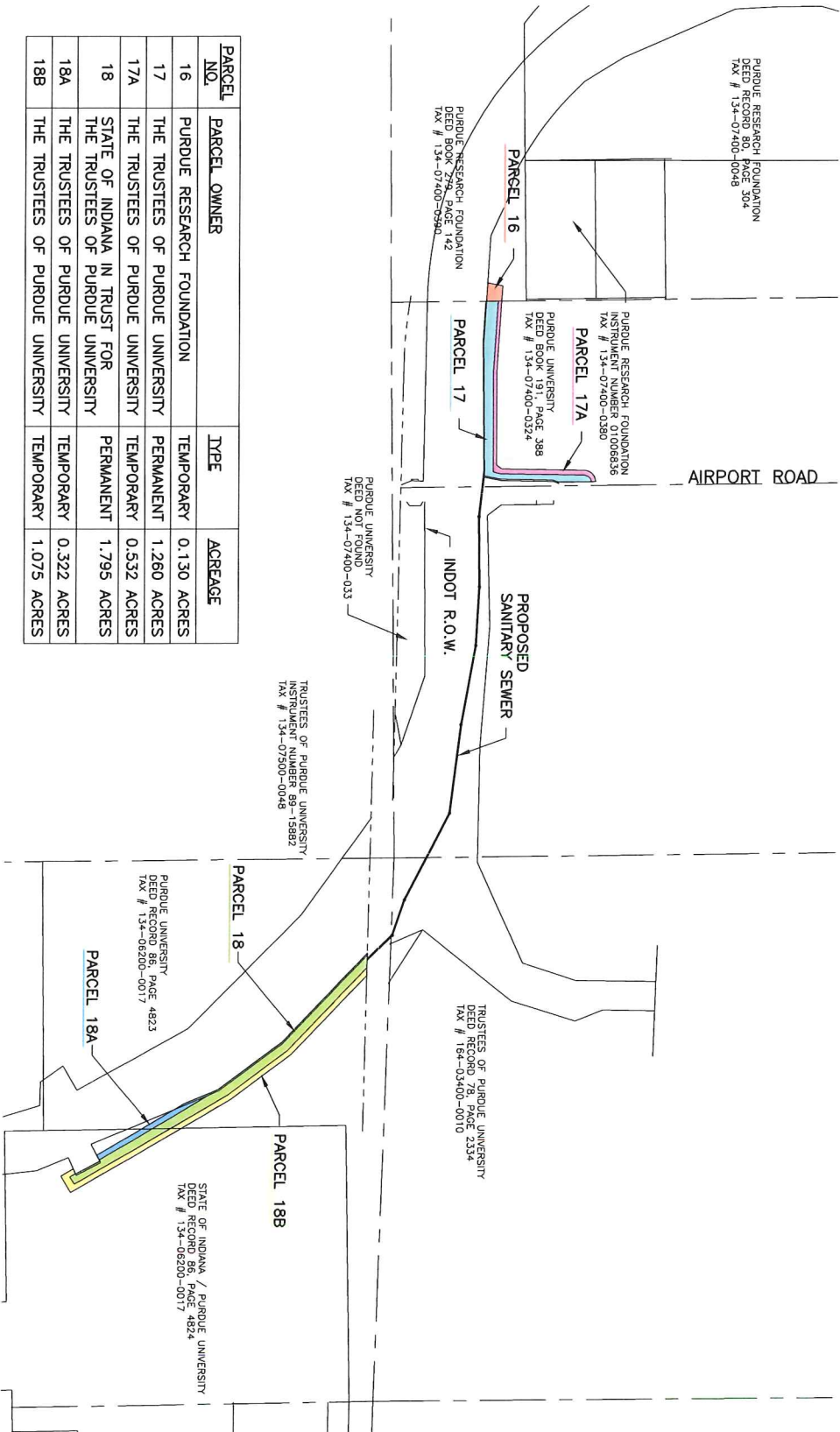
By: _____
Jonathan C. Speaker, Member

By: _____
Elizabeth M. Stull, Member

ATTEST:

By: _____
Judith C. Rhodes, Clerk-Treasurer & Clerk of the Board

PARCEL NO.	PARCEL OWNER	TYPE	ACREAGE
16	PURDUE RESEARCH FOUNDATION	TEMPORARY	0.130 ACRES
17	THE TRUSTEES OF PURDUE UNIVERSITY	PERMANENT	1.260 ACRES
17A	THE TRUSTEES OF PURDUE UNIVERSITY	TEMPORARY	0.532 ACRES
18	STATE OF INDIANA IN TRUST FOR THE TRUSTEES OF PURDUE UNIVERSITY	PERMANENT	1.795 ACRES
18A	THE TRUSTEES OF PURDUE UNIVERSITY	TEMPORARY	0.322 ACRES
18B	THE TRUSTEES OF PURDUE UNIVERSITY	TEMPORARY	1.075 ACRES



WESTERN INTERCEPTOR DIVISION IV -
TEMPORARY AND PERMANENT EASEMENTS

SCALE: 1"=500'